



Crook County Request for Proposals for Land Surveying Services

for

County Road Resurvey Pilot Project

Submission Requirements and Due Date:

Written sealed proposals consisting of:

**One (1) original and five (5) copies of proposals must be received by:
5:00 p.m. on July 27, 2012**

Point of Contact:

Tim Lyons, Administrator
Crook County Growth & Development
309 Cleveland Street
P.O. Box 848
Sundance, Wyoming 82729
307-283-4548
timl@crookcounty.wy.gov

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Exhibit 1

Crook County Request for Proposals for Land Surveying Services for County Road Resurvey Pilot Project

Notice is hereby given that Crook County, acting by and through its Board of County Commissioners, is soliciting professional Land Surveying services for a County Road Resurvey Pilot Project to include research of existing survey records, field retracement surveys and control monumentation for the purposes of defining and perpetuating the existing road easement right of way and its relationship with adjoining surveys. This project is preferred to be a joint project between the selected surveyor and Crook County by utilizing Crook County staff and existing GPS Road Centerline Data collected by county staff in 2004. The primary intent of these services is the preparation of a certified record of survey plat for the existing improved sections of the Miller Creek Rd., No. 266 and the Bearlodge Rd., No. 8 from the point of intersection with the paved Sundance - Warren Peak Rd., No. 208 in T51N, R63W, Section 16 thence traversing northwesterly across Sections 9, 8, 7 & 6 in T51N, R63W, thence across Section 1, T51N, R64W to its northern boundary, where upon it should tie in the easement from the State of Wyoming across Section 36, T52N, R64W, recorded at Instrument Number 111489 at Book 90 Misc. Page 89.

A complete description of services is contained in the Request for Proposal (RFP) Package which may be obtained by downloading from the Crook County web site at: <http://www.crookcounty.wy.gov>; in person from the Crook County Growth & Development Office, Crook County Court House, 309 Cleveland Street, Sundance, Wyoming 82729 or through the mail by telephoning Crook County Growth & Development at 307-283-4548.

To be considered, written sealed proposals consisting of one original and five copies of proposals must be received in the office of Crook County Growth & Development, P.O. Box 848, Crook County Court House, 309 Cleveland Street, Sundance, Wyoming 82729, Attention: Tim Lyons, Crook County Growth & Development Administrator, no later than **5:00 p.m. on July 27, 2012.**

Crook County reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposals in the proposal and selection process.

Crook County, Wyoming

Exhibit 2

Information for Proposers

1.0 Purpose

Crook County, acting by and through its Board of County Commissioners, is soliciting proposals from qualified Surveyors licensed in the State of Wyoming to provide land surveying services for a County Road Resurvey Pilot Project to include research of existing survey records, field retracement surveys and control monumentation for the purposes of defining and perpetuating the existing road easement right of way and its relationship with adjoining surveys. This project is preferred to be a joint project between the selected surveyor and Crook County by utilizing Crook County staff and existing GPS Road Centerline Data collected with mapping grade GPS equipment by county staff in 2004. The primary intent of these services is the preparation of a certified record of survey plat for the existing improved sections of the Miller Creek Rd., No. 266 and the Bearlodge Rd., No. 8 from the point of intersection with the paved Sundance - Warren Peak Rd., No. 208 in T51N, R63W, Section 16 thence traversing northwesterly across Sections 9, 8, 7 & 6 in T51N, R63W, thence across Section 1, T51N, R64W to its northern boundary, where upon it should tie in the easement from the State of Wyoming across Section 36, T52N, R64W, recorded at Instrument Number 111489 at Book 90 Misc. Page 89.

Final selection of a Surveyor will be contingent upon county funding and the approval by the Crook County Board of County Commissioners.

All communications relating to this RFP must be directed to the contact person named on the cover sheet of this RFP Package and **only** through email or written correspondence. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in the disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. Copies or faxed responses will **not** be accepted. Crook County assumes no responsibility for lost or misrouted mail.

The term of the Agreement for services will be for a period of up to one year from the date of an executed agreement. Work shall be completed by delivering to Crook County a 24" x 36" mylar certified record of survey plat for the assigned existing improved sections of the Miller Creek Rd., No. 266 and the Bearlodge Rd., No. 8.

2.0 Calendar of Events

- | | | |
|-----|--|------------------------|
| 2.1 | Notice of RFP published in local newspapers | June 28 & July 5, 2012 |
| 2.2 | Deadline for County to receive written questions | July 13, 2012 |

2.3	Written responses for questions received by July 13, 2012 will be available	July 20, 2012
2.4	Package, References, and other documentation must be received by County on or before	July 27, 2012 5:00 p.m.
2.5	Presentation to the Crook County Board of County Commissioners at a public meeting	August 6, 2012 10:00 a.m.
2.6	Anticipated execution of final contract	September 5, 2012

3.0 Scope of Project and Responsibilities

The County wishes to contract with a surveyor to provide Land Surveying services for this project on a joint relationship basis. This project will require resources of Crook County staff and the selected surveyor. Crook County will schedule staff as the work load and schedule requires.

3.1 Surveyor

- a. Shall provide Land Surveying services to Crook County for a period of up to one year.
- b. Shall identify the cost per mile to complete the project.
- c. Shall identify the actual location of the County Road.
- d. Shall check the accuracy of the existing GPS Road Centerline Data collected with mapping grade GPS equipment by county staff in 2004.
- e. Shall resurvey the portions of road where the existing easement does not match the physical location of the road to correct the legal description for the preparation of the record survey plat.
- f. Shall perform surveys and resurveys using Survey Grade GPS equipment to prepare new legal description and record survey plat for the County Road.
- g. Shall locate, monument, and document section corners, section lines, and property line ties in relation to road easement centerline for preparation of record survey plat using Survey Grade GPS equipment.
- h. Shall assist Crook County in completing the project in a legally correct manner by supervising; checking the correctness and legal adequacy of the survey and mapping work completed.

- i. Shall act as an Ad Hoc supervisor of County staff as it is necessary for the surveyor to certify the work completed and all maps as: “was personally performed by me or under my direct supervision”.

3.2 County

- a. Shall research county road records, map recorded legal descriptions and evaluate the recorded legal descriptions in relationship to the actual road location.
- b. Shall perform drafting, mapping, and the preparation of the survey plat for surveyor’s certification and recording with the Crook County Clerk.

4.0 Surveying Requirements

- 4.1 Surveying, monumentation, and survey ties shall be completed in compliance with the State of Wyoming, Board of Registration for Professional Engineers and Professional Land Surveyors Rules and Regulations and Statutes, Title 33, Chapter 29.
- 4.2 Monumentation of section corner ties to the road centerline shall be a minimum of one per mile and any location that the road centerline intersects a section line.
- 4.3 If sufficient diligence has been taken to determine that the government section corner monument has been destroyed or obliterated then a monumental survey tie may not be required at that specific location.
- 4.4 The accuracy of the finished product must be defensible in court and meet the criteria established by the Wyoming Supreme Court where in it was stated that: “The proceedings to create a highway [county road] should be so definite and certain that a competent surveyor could, with the record before him, point out its location.” Ruby v. Schuett, 360 P. 2d 170, 174 (Wyo. 1961) and see Steplock v. Board of County Commissioners of Jonson County, Wyoming, 894 P2d. 599, 602-603 FN. 2 (Wyo. 1995).

5.0 Mandatory Requirements for all Proposals

- 5.1 All proposals must demonstrate that the Surveyor has a willingness and ability to comply with all documents, including but not limited to, the Governing Agreement identified as Exhibit "3".
- 5.2 All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be awarded.
- 5.3 All parties submitting a proposal shall include with their proposals at least three (3) current references, including name, address, and telephone number.

6.0 Contract Terms and Conditions

Please refer to the attached Exhibit 3, Governing Agreement. The attached Exhibit 3 is a draft agreement to be used as a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement.

7.0 Preparation of Proposal

All statements of proposals must include one original and five copies to be submitted in sealed envelopes bearing on the outside the name of the Surveyor, address, and the title of the RFP for which the qualifications are submitted. It is the sole responsibility of respondent to ensure that the proposals are received by Crook County in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the Surveyor unopened. Proposals may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service.

8.0 Signature

The statement of qualifications document or any modification must be signed in the name of the Surveyor and must bear the original signature of the person or persons authorized to sign the proposal.

9.0 Modifications

Any modification of any proposals submitted must be in writing and received by Crook County prior to the closing time for proposals. Modifications may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the Surveyor unopened.

10.0 Erasures

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

11.0 Withdrawal of Proposals

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

12.0 Proposal Elements

Proposals must address each of the elements in this section.

12.1 Qualifications

- a. Relevant Experience: All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services, including licensing requirements (i.e. Professional Land Surveyors (PLS) license).
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. The Surveyor shall carry not less than the following insurance and shall provide verification to the County upon request:
 1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Surveyor.
 2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Surveyor.
 3. Worker's Compensation: Worker's Compensation Coverage in full compliance with Wyoming statutory requirements for all personnel employed by the Surveyor.
 4. Unemployment Insurance: Unemployment Insurance in full compliance with Wyoming Department of Workforce Services for all personnel employed by the Surveyor.
 5. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$500,000.00 combined single limit coverage including owned, non-owned and hired vehicles.

12.2 Proposed Scope of Work

A prospective Surveyor should indicate an understanding of the requested services as described in Sections 3.1, Surveyor and 4.0, Surveying Requirements, and describe how it proposes to service the County in these aspects.

12.3 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

12.3.1 Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

12.3.2 Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except county holidays.

12.4 Cost of Proposed Services

The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based on the fee schedule proposed and work authorized. Describe your proposed fee schedule for determining the cost of the requested consulting services for the term of the contract. Billing for the survey shall be submitted to the Crook County Growth & Development Administrator. Payment voucher must be submitted by the 25th to be paid by the 10th of the next month on all non-disputed amounts.

12.5 Time

Subject to any limitations stated in this proposal, the specified Road Survey shall be completed and the 24" x 36" mylar certified record of survey plat delivered to the Crook County Clerk within one year from the date of an executed agreement, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor shall inform the Crook County Board of County Commissioners of the cause of such delay.

12.6 Protection of Property

The Surveyor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry.

13.0 Selection Process

Crook County will review the qualifications based on the selection criteria as follows:

- a. General firm and individual experience.
- b. Specific experience as it pertains to the Scope of work mentioned above in Section 3.1, Surveyor and 4.0, Surveying Requirements.
- c. Capacity to perform the Scope of Work and ability to complete the work in a timely manner.
- d. Quality of staff and their availability.
- e. Overall quality of qualifications, especially thoroughness.
- f. Cost of Services.

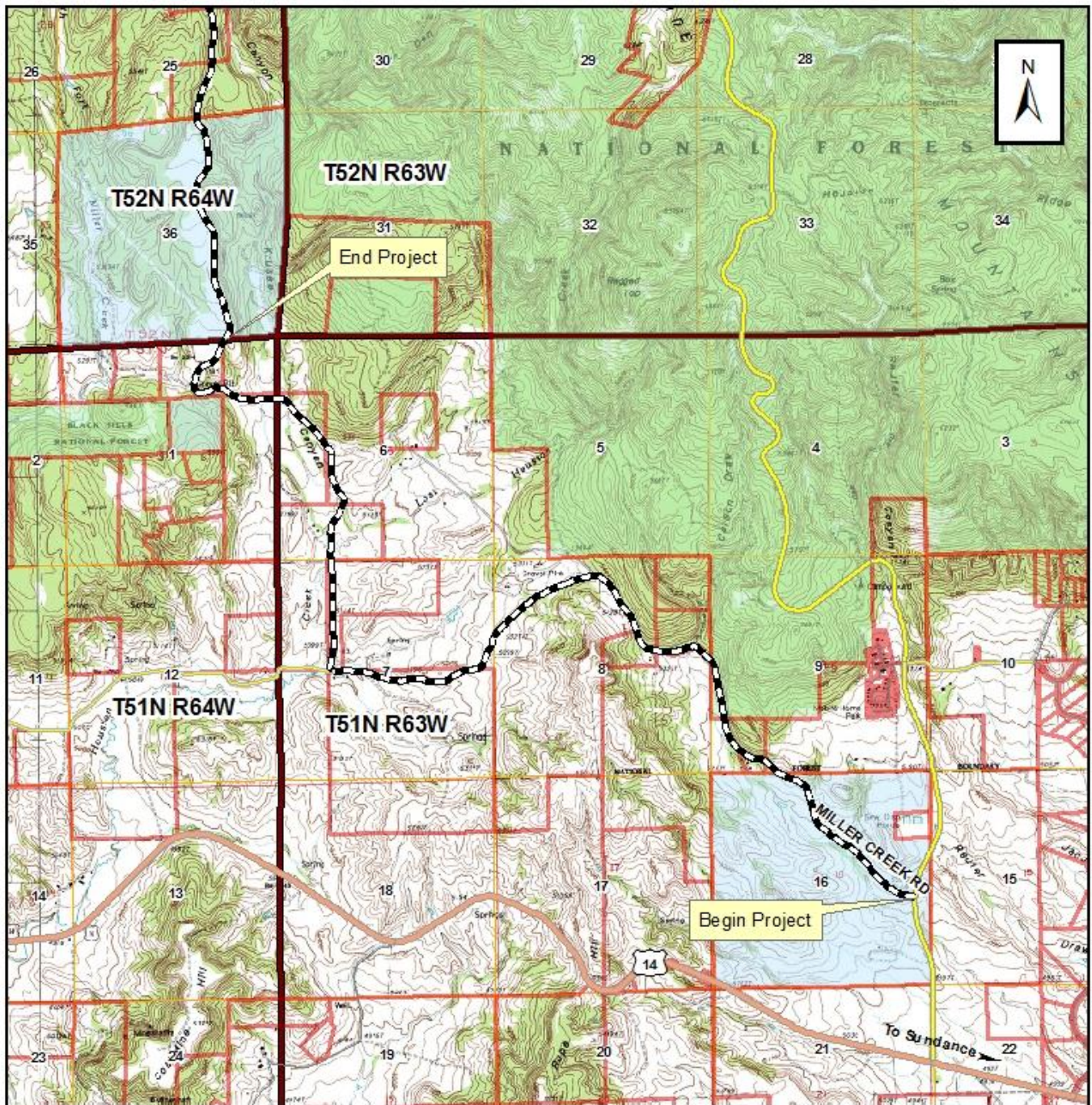
Additional questions may be asked of those submitting a proposal and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated. Resident preference will be given pursuant to W.S. 16-6-102.

Crook County reserves the right to reject any and all proposals submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the proposal and review process.

14.0 Prohibition as Subcontractors under Competitive Sealed Proposals

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other service for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

Exhibit 3



Crook County Road Resurvey Pilot Project
Project Map

Exhibit 4

County Road Resurveying Pilot Project Surveying Services Agreement Crook County, Wyoming

This Agreement made and entered into by and between Crook County, Wyoming, P.O. Box 37, Sundance, Wyoming, 82729 (COUNTY), for the benefit of the Crook County, Wyoming, and _____ (SURVEYOR).

WHEREAS, COUNTY, requires surveying services for County Road Resurveying Pilot Project and;

WHEREAS, SURVEYOR, is licensed by the State of Wyoming and has experience in professional surveying and is qualified to provide such service.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto:

1. SURVEYOR shall be a resource for professional surveying services utilized by COUNTY during the period of the operation of this agreement. By signature below, SURVEYOR agrees that nothing in this clause operates to provide an exclusive right to SURVEYOR to provide professional surveying, services to COUNTY. SURVEYOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to SURVEYOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer professional surveying, work.

2. SURVEYOR will perform services at the request and in the discretion of the Crook County Board of County Commissioners. The services may consist of the following:

Professional Land Surveying Services, General Survey work including, but not limited to, records research, road location survey, encroachments, monumentation, plat preparation and construction-oriented work, supervision and direction of County personnel in the performance of duties specified under this contract in accordance existing state statutes. In addition, any other professional survey work which may be required by the Crook County Board of County Commissioners.

3. COUNTY may, during the course of this agreement, request modifications or changes in the scope of services to be performed hereunder. COUNTY may also, upon notice to SURVEYOR, and without consent of SURVEYOR, elect to delete any task detailed above. If work has been initiated on the task deleted, SURVEYOR shall be entitled to compensation for any satisfactory work completed prior to deletion. Changes requiring mutual consent shall be in writing as an amendment hereto executed by COUNTY and SURVEYOR.

4. This Agreement shall be effective from the date of the last signature affixed hereto and remain in full force and effect, unless terminated in accord with the provisions herein, until June 30, 2013.

5. Payment for SURVEYOR's services will be by valid Crook County voucher, reviewed with approval by the Crook County Board of County Commissioners and in amounts in accord with "Attachment A" to this agreement attached hereto and incorporated by reference. Payment voucher must be submitted by the 25th to be paid by the 10th of the next month on all non-disputed amounts.

6. General Provisions

A. Independent SURVEYOR: The services to be performed by SURVEYOR are those of an independent SURVEYOR and not as an employee of COUNTY. SURVEYOR is not eligible for Crook County Employee benefits and will be treated as an independent SURVEYOR for federal tax filing purposes. SURVEYOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. SURVEYOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve SURVEYOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages) and Attachment 'A' (2 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter

hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, Sixth Judicial District, sitting at Sundance, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to SURVEYOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: SURVEYOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

M. Indemnification: Each party is responsible for their own liability, if any.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and SURVEYOR affirm, to their knowledge, no SURVEYOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of SURVEYOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by SURVEYOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify SURVEYOR at the earliest possible time of

the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. No kick-backs: The Surveyor certifies and warrants that no gratuities, kick-backs, or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations contingent upon the award of this contract.

T. Governmental immunity: The COUNTY does not waive its governmental immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any claim or action based on this contract.

U. Work Product: The COUNTY shall own the work product of this contract. This shall include but is not limited to: all documents including letters, reports, forms, drawings, descriptions, specifications, etc. prepared or furnished by the SURVEYOR. The SURVEYOR may retain copies of these documents.

V. **SURVEYOR** shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

CROOK COUNTY, WYOMING

By: _____

J. W. Hadley
Chairman, Crook County Commissioners

Date: _____

ATTEST:

By: _____

Connie D. Tschetter
Crook County Clerk

Date: _____

_____ Surveying Company

By: _____

Title:

Date: _____

APPROVED AS TO FORM:

By: _____

Joseph M. Baron
Crook County and Prosecuting Attorney

Date: _____